

IWI INC., SITE REMOVAL, SUMMIT, ILLINOIS

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into effective this of August 20, 2007, between the United States Environmental Protection Agency ("U.S. EPA"), and IWI Site Potentially Responsible Parties (" IWI PRPs")--see Attachment 1. IWI PRPs may be potentially responsible parties at the IWI Inc., Site in Summit, Illinois.

U.S. EPA and IWI PRPs, in consideration of the mutual covenants set out in this Agreement, agree as follows:

1. U.S. EPA contends that it has a cause of action against certain parties, including IWI PRPs under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9607(a) ("CERCLA"), for the costs incurred by the United States in connection with the IWI, Inc., Site.

2. U.S. EPA and IWI PRPs enter into this Agreement in order to pursue a good faith effort to settle, without costly and protracted litigation, the legal claim alleged in Paragraph 1 of this Agreement.



3. This Agreement does not constitute in any way an admission of fact or liability by the IWI PRPs.

4. This Agreement does not constitute an admission or acknowledgment on the part of U.S. EPA that any statute of limitations applies to its legal claim, under either the above-cited statute or any other applicable statute or law.

5. U.S. EPA and IWI PRPs agree that the time between August 22, 2006, and January 23, 2008, ("tolling period"), inclusive, will not be included in computing the time limited by any statute of limitations that may apply to the cause of action set forth in paragraph 1, if any statute of limitations is applicable. Nor will this tolling period be considered in any defense of laches or similar defense concerning the timeliness of commencing a civil action. IWI PRPs shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion, or otherwise, any defense based on the running of any statute of limitations during the tolling period. Any applicable statute of limitations shall be tolled and suspended by agreement during and for the tolling period.

6. U.S. EPA agrees not to institute the cause of action set forth in Paragraph 1 against IWI PRPs before December 3, 2007. However, if any person files an action against the United States for either declaratory or monetary relief, with regard to

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

7. This instrument contains the entire agreement between U.S. EPA and IWI PRPs and no statements, promises, or inducements made by any party or its agent that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by U.S. EPA and IWI PRPs and endorsed on this Agreement. This Agreement is intended to allow signatories to execute the Agreement on separate signature pages.

By: Jerome P. Kujawa Date: Aug 20, 2007
Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

_____ Date: _____

By: _____ Title: _____

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

HEXIN SPECIALTY CHEMICALS, INC. Date: AUGUST 6, 2007
By: Will H. Haak Title: ASSOCIATE GENERAL COUNSEL - EHS
WILLIAM H. HAAK

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

Robert M. Blakemore

Date: August 8, 2007

By: Robert M. Blakemore
Bullock Bullak & Blakemore
110 West Seventh Street
Tulsa, OK 74119
918-584-2001

Title: Attorney for Glenn
Springs Holdings, Inc. / OXY
USA, Inc., successor in interest
to PRP Cities Service
Company

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

SUN CHEMICAL CORPORATION

Melvin M. Cox
Melvin M. Cox
Sr. Vice President &
General Counsel


Date: Aug. 23, 2007

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Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

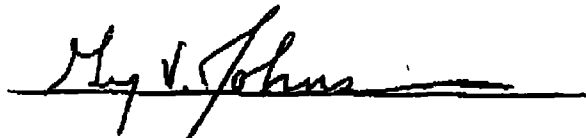
Croda Inks Corp. Date: 8/7/07
By:  Title: Secretary
Martin Novack

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

 _____ Date: 8/16/07

By: Guy V. JOHNSON Title: Corporate Counsel
E.I. duPont de Nemours and Company

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5



Date: 8/6/07


By:
ROBERT W. JACKMORE
for
Exxon Mobil Oil Corporation

Title: Superfund Area Manager
Exxon Mobil Corp

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By: _____ Date: _____
Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

FLINT GROUP INCORPORATED Date: 8/6/07
By:  Title: VICE PRESIDENT ADMINISTRATION,
GENERAL COUNSEL & SECRETARY

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

Paul Wm. Hare Date: 8/7/2007

By: Paul Wm. Hare Title: Mgr., NE/MW Regions

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By: _____

Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

James P. Waller

Date: August 6, 2007

By: James P. Waller P31198 Title: ATTORNEY
Gm Legal Staff

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

Hoover Group, Inc. on behalf of Johnson
Controls, Inc.

Date: Aug. 8, 2007

By: Melody Cooley

Title: Assistant Secretary

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

 _____ Date: 8/7/2007

By: John W. Schroeder
Houghton International Inc.
Valley Forge, PA 19482

Title: Director of Manufacturing & Purchasing

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

Kenneth Anderson Date: AUGUST 7, 2007

By: KENNETH ANDERSON Title: REPRESENTING IMPERIAL
PO BOX 3010 OIL & GREASE COMPANY
ST. CHARLES, IL,
60174

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

R.A. Paschke

Date: 8/07/07

By: R. A. Paschke

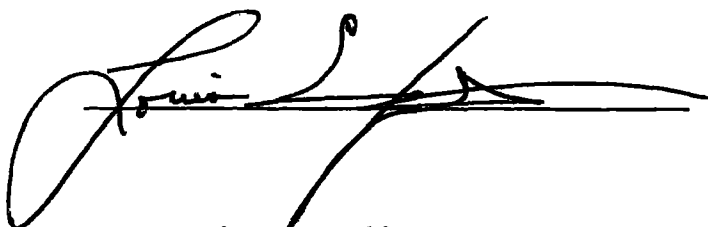
Title: Manager,
Corporate Environmental Programs
3M Company

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Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

A handwritten signature in black ink, appearing to read "Louis", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping stroke extending to the right.

Date: August 08, 2007

By: Louis E. Stellato

Title: Vice President, General Counsel
and Secretary
The Sherwin-Williams Company

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

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United States Environmental Protection Agency, Region 5

SUN CHEMICAL CORPORATION

Melvin M. Cox
Melvin M. Cox
Sr. Vice President &
General Counsel

Date: Aug. 23, 2007

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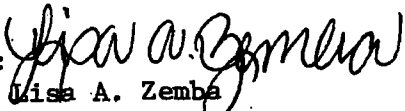
By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

United States Steel Corporation

Date: August 8, 2007

By:


Lisa A. Zemba
Law Department
United States Steel Corporation
600 Grant Street
Pittsburgh, PA 15219

Title: Attorney

the IWI, Inc. Site, in Summit, Illinois, and the United States must either file this cause of action or lose it, the United States shall have the right to bring this claim against IWI PRPs prior to January 23, 2008.

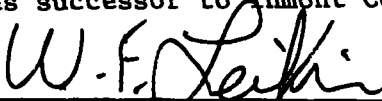
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By: _____

Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

United Technologies Corporation
on behalf of BASF Corporation,
as successor to Inmont Corporation



Assistant General Counsel

Date: August 8, 2007

By: William F. Leikin

Title: Assistant General Counsel

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

The Valspar Corporation Date: 8/9/07

By: Ronda Bayer

Title: Associate General Counsel

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

Pamela L. Phillipi

Date: 8/8/07

By: Pamela L. Phillipi

Title: Senior Legal Assistant

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By: _____ Date: _____

Jerome P. Kujawa
Associate Regional Counsel
United States Environmental Protection Agency, Region 5

 _____ Date: 8-3-01

By: Eric G. Lardiere
Whittaker Corporation

Title: Vice President, Sec.
General Counsel'

ATTACHMENT 1 AUGUST 2007 IWI SITE TOLLING AGREEMENT

IWI PRPs

Borden Chemical Company	(Hexion Specialty Chemicals, Inc.)
Cities Service Company	(OXY USA, Inc., Glenn Springs Holdings, Inc)
Converters Ink Company	(Sun Chemical Corporation)
Croda Ink Corporation	
E.I. duPont de Nemours Company	
ExxonMobil Oil Corporation	
Flint Ink Corporation	(Flint Group Incorporated)
General Electric Corporation	
General Motors Corporation	
Johnson Controls, Inc.	(Hoover Group)
E.F. Houghton International	
Imperial Oil & Grease Company	
3M Corporation	
The Sherwin Williams Corporation	
Sun Chemical Corporation	
United States Steel Corporation	
United Technologies Corporation	(on behalf of BASF, & as successor to Inmont Corporation)
The Valspar Corporation	
Whirlpool Corporation	
Whittaker Corporation	

Note:

Separate IWI Tolling Agreement entered into between IWI PRP Georgia Pacific and U.S. EPA

Separate IWI Tolling Agreement entered into between IWI PRP H.B. Fuller Co. and U.S. EPA